

Exhibit D-1

Physician/Allied Health Professional Recruitment Agreement

Purpose of Agreement

This physician and allied health professional recruiting agreement is entered into and effective this date _____ by and between Plake and Associates and Powell Valley Healthcare to find suitable candidates for the position(s) of

1. _____
2. _____
3. _____

Responsibilities of Recruiter

Plake and Associates agrees to use its best efforts to find suitable candidates for the above named position(s). Our goal is to save valuable Client time, assist in successful hiring processes, providing our Clients access to quality candidates, source, recruit and screen candidates. Our work may include, but, is not limited to the following: 1) a needs assessment with Client to formulate criteria for candidate selection, professional background, position salary, and location specifics, 2) identification of potential candidates through resume review, networking calls, direct contacts with competitors, receipt of resumes through mail and fax, advertising and leads, 3) candidate screening through resume reviews and direct telephone interviews, 4) referral of screened and interviewed candidate resumes to Client, 5) coordination of candidate interviews with Client, both telephone and in person, 6) verification of candidate references, when requested by Client, and, 7) assistance with the coordination and acceptance of job offers.

Referrals of Candidates

Plake and Associates will provide screened resumes to the hiring authority within the Client's organization. It is understood that Client will not disclose or share any names or information which would identify candidates or cause candidates to be referred to any third parties. All referred candidates are considered to be valid referrals from Plake and Associates to Client unless Client notifies of recent or prior employment conversations which Client has conducted with a specific candidate within the 90 days preceding referral of candidate to Client. Referred candidates are considered active candidates for a period of one year from the date of initial referral to Client. Should Client hire or employ a candidate in any job during this period, the fees as described below are considered to be due.

Fee Calculation and Payment Schedule

Client is not responsible for any reimbursements for expenses incurred by Plake and Associates on behalf of Client, long-distance telephone calls, travel, interviewing time, sourcing expenses, advertising, postage, fax, office support, photocopy or other ordinary recruiting expenses required to conduct employee searches for Client. Client understands that Plake and Associates incurs recruiting expenses on a retained search basis and will be remunerated through payment of a retainer fee. Client agrees to pay a fee equal to 25% of a hired candidate's reasonably assured first year direct cash compensation. This fee basis is derived from salary, sign-on bonus, draw and any guaranteed portion of bonus. Fee is due immediately following execution of this agreement. The Client pays all or a portion of the estimated employment fee prior to the commencement of the search and the fees paid are not contingent upon a hire but are paid as a claim upon the recruiter's services and as a right to get recruiter services in a priority manner.

This agreement may be terminated at any time by either party with cause upon written notice. However, this agreement will continue to be binding beyond termination if a candidate is subsequently hired within one (1) year of the date of termination notice.

Agreed by:

(Client Signature) Date: _____

Print Your Name: _____

Hospital/Healthcare Network: _____

Address: _____

Telephone: _____

Agreed by:

Date: _____

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